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BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
LAURA BRAXTON)
)
vs.) No. 06-0023
)
PEOPLES GAS LIGHT AND COKE)
COMPANY)
)
Complaint as to billing/charges)
in Chicago, Illinois)

Chicago, Illinois

June 5, 2006

Met, pursuant to notice, at 10:00 o'clock a.m.

BEFORE:

MS. EVE MORAN,
Administrative Law Judge

1 APPEARANCES :

2

3 MS. LAURA BRAXTON and MS. SHEILA BRAXTON
4 11321 South Wentworth Avenue
5 Chicago, Illinois 60628
6 appearing for the petitioner

5

6 MR. MARK L. GOLDSTEIN, PC., by
7 MR. MARK L. GOLDSTEIN
8 108 Wilmot Road, Suite 330
9 Deerfield, Illinois 60015
10 appearing for the respondent

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20 SULLIVAN REPORTING COMPANY, by
21 Leah Ann Bezin, CSR
22 License No. 084-001104

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I N D E X

Witnesses:	Direct	Cross	Re-direct	Re-cross	By Exmnr	
Laura Braxton						17
Sheila Braxton						17

E X H I B I T S

Number	Respondent's	For Identification	In Evidence
Exhibit No. 1			12
Exhibit No. 2			12
Exhibit No. 3			12

1 (Whereupon, Respondent's
2 Exhibits No. 1, 2 and 3 were
3 marked for identification.)

4 JUDGE MORAN: Pursuant to the direction of
5 the Illinois Commerce Commission, I call Docket
6 06-0023.

7 This is Laura Braxton versus
8 Peoples Gas Light and Coke Company. It is a
9 complaint as to billing/charges in Chicago,
10 Illinois.

11 May I have the appearances for the
12 record, please.

13 Mark.

14 MR. GOLDSTEIN: I'll start.

15 On behalf of Peoples Gas Light and
16 Coke Company, Mark L. Goldstein, 108 Wilmot Road,
17 Suite 330, Deerfield, Illinois 60015. My
18 telephone number is (847)580-5480.

19 I have with me today as a witness
20 John Riordan, that's R-i-o-r-d-a-n, of Peoples
21 Gas.

22 JUDGE MORAN: Okay. And --

1 MR. GOLDSTEIN: Laura Braxton, 11321 South
2 Wentworth. I'm here on behalf of A Little Bit of
3 Heaven disputing the gas company's accounting of
4 gas bills.

5 JUDGE MORAN: And your address and telephone
6 number?

7 MR. GOLDSTEIN: 11321 South Wentworth,
8 (773) 264-5333.

9 JUDGE MORAN: Okay.
10 Just in time to give your name and
11 address.

12 And you are going to be testifying
13 today?

14 MS. SHEILA BRAXTON: Yes, ma'am.

15 Sheila Braxton from A Little Bit of
16 Heaven Homeless Shelter, 11321 South Wentworth in
17 Chicago 60628.

18 JUDGE MORAN: Okay. Let the record reflect
19 that those are all the appearances and all the
20 witnesses that are going to be heard from in this
21 matter.

22 Before we start, I'm not going to

1 be able to talk too loud. So I thought I'd close
2 the door so we can get it a little more quiet
3 here.

4 Before -- well, let me swear the
5 witnesses in right now

6 (Witnesses sworn.)

7 JUDGE MORAN: Thank you.

8 And now I just want to hear from
9 each party just a statement indicating where we
10 are at on this case; I mean, what is the status
11 in terms of the bill and the service today,
12 okay?

13 MR. GOLDSTEIN: As you are, no doubt, aware,
14 Judge, there was a Final Notice Prior To
15 Disconnection sent out to -- for the property at
16 11321 South Wentworth. The amount of the bill
17 was \$2,183.24. That was a bill that had
18 accumulated which Peoples Gas is -- is the
19 undisputed portion of the bill, and it
20 accumulated from September of 2005 forward to
21 May 20th of 2006, when the notice, prior
22 notice -- the Final Notice Prior To Disconnection

1 was sent out.

2 Since then, we believe that
3 approximately \$355 of that bill has been paid,
4 and the disconnection has been stayed and is not
5 going to go forward today. Today was going to be
6 the date of disconnection.

7 So --

8 JUDGE MORAN: Okay.

9 MR. GOLDSTEIN: -- for purposes of the
10 hearing today, there will be no disconnection of
11 service.

12 There still is about \$1750 or more
13 in outstanding bills that are --

14 JUDGE MORAN: These are --

15 MR. GOLDSTEIN: -- undisputed.

16 JUDGE MORAN: -- undisputed amounts. Okay.

17 Let me ask about the status of the
18 complainant that really led to the bringing of
19 this complaint.

20 Can you clarify that for me?

21 MR. GOLDSTEIN: Yes.

22 Back in December of 2004, there was

1 an outstanding bill for 11321 South Wentworth in
2 excess of \$8,000.

3 By approximately May of 2005, and
4 Mr. Riordan can correct me, that bill had grown
5 to approximately \$14,000, a little in excess of
6 \$14,000.

7 There was a disconnection at
8 11321 South Wentworth because of the outstanding
9 bill.

10 Thereafter, a payment was made of
11 approximately \$13,000, and service was
12 reconnected back in September of 2005.

13 As I understand the complaint, the
14 complaint is about the -- what Peoples Gas terms
15 a balloon bill that began in 2004 and ballooned
16 up to over \$14,000 in May of 2005. And that's
17 the genesis and the total dispute that is in
18 question today.

19 JUDGE MORAN: Okay. I'm going to ask now
20 for the complainant to testify. And you can give
21 me, in that testimony, your background, also the
22 background of this case.

1 Who will be testifying? Would that
2 be Laura or Sheila?

3 MS. SHEILA BRAXTON: Both --

4 JUDGE MORAN: Okay.

5 MS. SHEILA BRAXTON: -- of us --

6 JUDGE MORAN: All right.

7 MS. SHEILA BRAXTON: -- as quickly as
8 possible.

9 JUDGE MORAN: All right.

10 Let me start with Laura.

11 LAURA BRAXTON and SHEILA BRAXTON,
12 called as witnesses herein, having been first
13 duly sworn, were examined and testified as
14 follows:

15 JUDGE MORAN: Laura, where do you work?

16 MS. LAURA BRAXTON: I work at A Little Bit
17 of Heaven.

18 JUDGE MORAN: And is that the shelter that
19 has -- that has this gas service --

20 MS. LAURA BRAXTON: Yes, it is.

21 JUDGE MORAN: -- that's in dispute here?

22 MS. LAURA BRAXTON: Yes.

1 JUDGE MORAN: Okay. And how long have you
2 worked there?

3 MS. LAURA BRAXTON: Since it's conception in
4 1999, when we started.

5 JUDGE MORAN: Okay. And is that when you
6 first obtained service?

7 MS. LAURA BRAXTON: Yes, it is.

8 JUDGE MORAN: Okay.

9 MS. LAURA BRAXTON: And upon trying to get
10 the service installed, we were told what the gas
11 bills from the gas company approximately would
12 run.

13 JUDGE MORAN: Um-hmm.

14 MS. LAURA BRAXTON: And I was told at that
15 time that in inclement weather, the gas could go
16 as high as \$700.

17 Well, at that time, we didn't know
18 that everything that trans- -- that happened was
19 going to happen, you know. The boiler,
20 everything was broken. So we couldn't have
21 heating. We had to use alternative heating. We
22 only had gas for cooking.

1 And when it started out, it started
2 out at 277, the gas bill, and -- 288. And that
3 was 9-24-99. And I think when we called to
4 inquire, because we only had cooking, the next
5 bill was supposed to have been a corrected bill,
6 and it was \$800. So it went from the 288 to 800
7 in just a matter of a month just for cooking.

8 And after we used the alternative
9 heating with the electric, we finally got the
10 boiler fixed in 19- -- no, in 2004. And it
11 started in December, I think, of 2004. Prior to
12 then, we had no meter. We'd have to call the
13 meter readers in. No gas person came out to read
14 the meter.

15 And I really think what really
16 happened, after we called and said the boiler had
17 been corrected, I think he came and read the
18 meter and went back all of these years.

19 MS. SHEILA BRAXTON: And assumed.

20 MS. LAURA BRAXTON: And assumed that because
21 there had not been a meter reader, whatever
22 reading he got at that time, I think he

1 multiplied it back.

2 It was just impossible for us to
3 use that kind of gas. And, in fact, the weather
4 didn't -- wasn't that inconsistent, like below
5 zero weather numbers.

6 JUDGE MORAN: Okay. So let me get a better
7 picture.

8 MS. LAURA BRAXTON: Um-hmm.

9 JUDGE MORAN: From like 1999 until 2004, you
10 were being billed how much?

11 MS. SHEILA BRAXTON: We have bills here,
12 Judge, for -- oh, God. Let me go back for you.

13 In 2000, we had a bill for 471.13.
14 In 2000 -- well, let me -- 10-4-2000, 471.13;
15 12-4-2000 -- 2,003- -- 330.17; 6-11-2002, \$2,132.

16 JUDGE MORAN: So you were averaging very
17 high bills even though you were only using --

18 MS. SHEILA BRAXTON: Cooking.

19 JUDGE MORAN: -- cooking.

20 And what did do you with these
21 bills?

22 Did you pay these bills?

1 MS. SHEILA BRAXTON: We were disputing the
2 bills constantly.

3 MS. LAURA BRAXTON: Constantly.

4 JUDGE MORAN: Okay.

5 MS. SHEILA BRAXTON: And --

6 JUDGE MORAN: With the company?

7 MS. SHEILA BRAXTON: Yes. With several
8 different representatives.

9 JUDGE MORAN: Okay.

10 MS. SHEILA BRAXTON: We made complaints. We
11 even tried to, I guess, with everything else that
12 was on us trying to get this business acclimated
13 and documented and all of the things that you
14 need to do --

15 JUDGE MORAN: Um-hmm.

16 MS. SHEILA BRAXTON: -- we would make
17 portions of payments to show good effort. But
18 mother always -- Ms. Braxton always called the
19 gas company and had these big arguments over the
20 phone. And the representatives were never
21 compliant into the agreements.

22 So we went in, and we made the

1 arrangements to make minimum payments. But the
2 bills seemed to get higher.

3 JUDGE MORAN: Okay.

4 MS. SHEILA BRAXTON: In 1-13-04 -- we have a
5 log where all activity is logged in, lights,
6 gas. At that time, we did have a water bill. We
7 are now exempt from water because we have the
8 city funded shelter.

9 JUDGE MORAN: Um--hmm.

10 MS. SHEILA BRAXTON: And I made notations
11 because I reside at the shelter. I stay there.

12 JUDGE MORAN: Um-hmm.

13 MS. SHEILA BRAXTON: And when they
14 came -- because we were having high electric
15 bills. And we knew why. So when we got the
16 furnace fixed, which we have a contractual
17 agreement with the repairers, I noted the record
18 that the boiler had been repaired.

19 Now, from that point, all the
20 damage had been done. This disconnection notice
21 on last year, I got sick, and my mom went and
22 paid \$1,000 on the gas bill in May. And by the

1 time she made it back to the facility, they
2 turned the gas off for a payment of 14 --

3 MS. LAURA BRAXTON: 13.

4 MS. SHEILA BRAXTON: \$13,000. And they
5 wanted no arrangements, no consideration. They
6 wanted 13,000 cash.

7 JUDGE MORAN: Um-hmm.

8 MS. SHEILA BRAXTON: Be that as it may, we
9 ascertained a loan and was able to pay them that
10 money yet in dispute.

11 JUDGE MORAN: Um--hmm.

12 MS. SHEILA BRAXTON: But we needed the
13 service to cook food for the homeless.

14 As a result of that, they came back
15 and asked for another 1400 to reconnect the
16 service.

17 MS. LAURA BRAXTON: For deposit.

18 MS. SHEILA BRAXTON: A deposit.

19 JUDGE MORAN: Deposit.

20 MS. SHEILA BRAXTON: Um-hmm.

21 JUDGE MORAN: Um-hmm.

22 MS. SHEILA BRAXTON: I think mother,

1 Ms. Braxton, was told that they could charge
2 small businesses whatever they wanted to.

3 And my concerns today is that
4 Attorney Goldstein said that, on our last
5 meeting, that the gas would not be interrupted.
6 They would want to change the meter, and then we
7 would come back here to address this.

8 And I was a little disappointed
9 when I was phoned from one of his assistants and
10 colleagues and himself to say that we needed to
11 pay the 2000 or the gas would be turned off
12 today. That was not the agreement that we made
13 on our last hearing. We were in dispute of all
14 of those old bills.

15 Now, since the new meter has been
16 in, as he stated, we did pay the 355.71, which is
17 reasonable if you -- you know what I am saying?
18 But --

19 JUDGE MORAN: Right.

20 MS. SHEILA BRAXTON: -- everything prior to
21 that, now you have a working boiler, now we know
22 the season is off for the boiler, so you've got

1 just that 3 for cooking gas. Ms. Braxton seems
2 to think that is yet high. However, that
3 has -- there is no comparison to this present
4 bill with a new meter as it reflects from '99 to
5 2004. There is no correlation with those bills
6 whatsoever.

7 And this building, which was bought
8 in '99, had to be demolished and redid. And I
9 think I made mention to Attorney Goldstein, my
10 brother was one of the main reconstruction
11 persons, and he used that blow torch for heat as
12 he did each room. We could not have even
13 electricity. They stole the copper wiring out of
14 the back of the building. ComEd made us get a
15 contractual agreement with the electrician to
16 even get that working.

17 So we have caught trouble from the
18 time of purchasing the building up until present,
19 if you will.

20 And when we were here last, we
21 tried to resolve it. And Attorney Goldstein
22 said, well, let's do this first. Don't put the

1 cart before the horse.

2 However, these are very enormous
3 bills where I see they have a -- somewhat of a
4 history of payments, and no one has given us a
5 justifiable explanation for 99 to 2004 of moneys
6 that you have accumulated from us that, in our
7 opinion, were outrageously unreasonable, I would
8 like to say.

9 JUDGE MORAN: Have you looked at this
10 exhibit or --

11 MS. SHEILA BRAXTON: I did notice --

12 JUDGE MORAN: -- do you have exhibits that
13 you want to put into the record?

14 MS. SHEILA BRAXTON: Yes, I do.

15 JUDGE MORAN: Okay.

16 MS. SHEILA BRAXTON: I do have some.

17 JUDGE MORAN: And I assume they are all in
18 that little --

19 MS. SHEILA BRAXTON: These two books.

20 JUDGE MORAN: -- booklets?

21 MS. SHEILA BRAXTON: Yes, ma'am.

22 JUDGE MORAN: Okay. And those can come

1 apart so that --

2 MS. SHEILA BRAXTON: Yes. You can --

3 JUDGE MORAN: -- you can --

4 MS. SHEILA BRAXTON: -- pull it out.

5 JUDGE MORAN: -- make copies?

6 MS. SHEILA BRAXTON: Um-hmm.

7 MS. LAURA BRAXTON: Your Honor, I'd just

8 say, when they turned the gas off in May of last

9 year, we paid -- they turned the gas off in May.

10 We rescheduled or paid the bill in July. And if

11 you will note, from the time we restored the gas,

12 the bills began to just roll in.

13 MS. SHEILA BRAXTON: Right back.

14 MS. LAURA BRAXTON: Now we are in July, when

15 I paid it. In August, when I called them about

16 it, one of their representatives said the gas

17 bill was \$80 in August and 120 in September. But

18 that never reflected as a total because

19 Ms. Hanson, who is a person that I dealt with,

20 she said if you pay 3,000 -- I mean

21 13,100-some-odd dollars, that's the complete

22 total of the bill. And when we paid that, then

1 they asked for an additional \$1400, and they
2 continue to pile on --
3 MS. LAURA BRAXTON: Skyrocket.
4 MS. SHEILA BRAXTON: -- you know, deposits.
5 Every time you get a bill, you get a big deposit.
6 JUDGE MORAN: Okay.
7 Let me ask you, how big is this
8 building?
9 Do you know how many square feet?
10 MS. SHEILA BRAXTON: 1600 square feet.
11 JUDGE MORAN: 1600 square feet?
12 MS. SHEILA BRAXTON: Um-hmm.
13 JUDGE MORAN: Is it a single-level
14 building?
15 MS. SHEILA BRAXTON: No. It's a
16 three-story.
17 JUDGE MORAN: Okay. So how many --
18 MS. SHEILA BRAXTON: There are ten rooms on
19 each floor.
20 JUDGE MORAN: Ten rooms on each floor.
21 MS. SHEILA BRAXTON: On the -- on two, three
22 and four, there are ten rooms. On the

1 very -- it's an English basement.

2 JUDGE MORAN: Okay.

3 MS. SHEILA BRAXTON: -- first floor, and

4 then three additional floors that are sleeping

5 and shower facilities --

6 JUDGE MORAN: Okay.

7 MS. SHEILA BRAXTON: -- only.

8 JUDGE MORAN: Okay. And I assume there's

9 some cooking facilities?

10 MS. SHEILA BRAXTON: Only on the first

11 floor.

12 JUDGE MORAN: On the first floor.

13 MS. SHEILA BRAXTON: Yes, ma'am.

14 JUDGE MORAN: And what do you have there?

15 MS. SHEILA BRAXTON: I have a commercial

16 stove, six-burner with a grill.

17 JUDGE MORAN: Okay.

18 MS. SHEILA BRAXTON: A microwave and a deep

19 frier.

20 JUDGE MORAN: Okay. And the deep frier is

21 electric, I assume?

22 MS. SHEILA BRAXTON: No. It's gas.

1 JUDGE MORAN: Oh, it is?

2 MS. SHEILA BRAXTON: Yes, ma'am.

3 JUDGE MORAN: Okay. And then the microwave

4 is --

5 MS. SHEILA BRAXTON: Is electric.

6 JUDGE MORAN: -- electric. Okay.

7 Is it 1600 for the whole -- all

8 these levels or just per floor? Is it 1600 per

9 floor?

10 MS. SHEILA BRAXTON: No. It's the radius of

11 the facility outside per floor. I don't know the

12 measurements, Judge Moran.

13 JUDGE MORAN: Okay. How many rooms are in

14 the English basement level?

15 MS. SHEILA BRAXTON: Three offices, a living

16 quarters, a -- three offices, a living -- okay.

17 A conversational room.

18 JUDGE MORAN: Um-hmm.

19 MS. SHEILA BRAXTON: A security office, a

20 kitchen and a cafeteria.

21 JUDGE MORAN: Okay. So that's probably

22 about 1600 feet --

1 MS. SHEILA BRAXTON: The width of the
2 building.
3 JUDGE MORAN: -- right there.
4 How wide is the building?
5 Is it a standard city lot?
6 MS. LAURA BRAXTON: Yes.
7 JUDGE MORAN: A standard city lot would be
8 like 25 by 125.
9 MS. LAURA BRAXTON: It's standard.
10 MS. SHEILA BRAXTON: It's probably standard.
11 JUDGE MORAN: Okay. And as the levels go
12 up, they are probably the same size --
13 MS. SHEILA BRAXTON: Yes --
14 JUDGE MORAN: -- going up?
15 MS. SHEILA BRAXTON: -- going all the way
16 up.
17 JUDGE MORAN: They are not cut back or --
18 MS. SHEILA BRAXTON: No.
19 JUDGE MORAN: -- okay -- extended?
20 MS. SHEILA BRAXTON: No, ma'am.
21 JUDGE MORAN: Okay. All right.
22 And where is the boiler?

1 MS. SHEILA BRAXTON: In the basement.

2 JUDGE MORAN: Okay.

3 MS. SHEILA BRAXTON: Which is down from the

4 first floor.

5 JUDGE MORAN: Okay. Is it in that English

6 basement level?

7 MS. SHEILA BRAXTON: No. It's another

8 level.

9 JUDGE MORAN: There's is still another

10 level --

11 MS. SHEILA BRAXTON: Yeah.

12 JUDGE MORAN: -- going down.

13 MS. SHEILA BRAXTON: You know what --

14 JUDGE MORAN: Okay.

15 MS. SHEILA BRAXTON: -- it's really the

16 first floor.

17 JUDGE MORAN: Um-hmm.

18 MS. SHEILA BRAXTON: But when you come in

19 the building, you don't walk up, you come

20 downstairs. So that's your first floor.

21 And then you have just a regular

22 boiler room that's separated with a sprinkler

1 system. So the sprinkler system is housed in the
2 first room that you see.

3 JUDGE MORAN: Okay.

4 MS. SHEILA BRAXTON: And behind the door is
5 the boiler unit.

6 JUDGE MORAN: I see. Okay. And that boiler
7 unit is for all the floors?

8 MS. SHEILA BRAXTON: Yes, ma'am.

9 JUDGE MORAN: Okay.

10 The exhibits that you have --

11 MS. SHEILA BRAXTON: Yes, ma'am.

12 JUDGE MORAN: -- do you want to go through
13 all these?

14 And I'm going to make a copy for
15 myself and --

16 MR. GOLDSTEIN: We have a copy.

17 JUDGE MORAN: You have a copy?

18 MR. GOLDSTEIN: Yes.

19 MS. SHEILA BRAXTON: You can keep that one.
20 You don't have to copy it. We still have this.

21 JUDGE MORAN: Oh. All right.

22 MS. SHEILA BRAXTON: I made six.

1 JUDGE MORAN: Oh, that's wonderful. That's
2 wonderful.

3 All right. Let's go through
4 everything you've got here.

5 Okay. The --

6 MS. SHEILA BRAXTON: I see now I could have
7 numbered the pages, couldn't I?

8 JUDGE MORAN: Yes. And we will do that,
9 okay?

10 MS. SHEILA BRAXTON: Okay.

11 JUDGE MORAN: A Little Bit of Heaven, this
12 document here with the staple, two pages.

13 MS. SHEILA BRAXTON: Okay.

14 JUDGE MORAN: All right.

15 MR. GOLDSTEIN: Judge, which is that?

16 MS. SHEILA BRAXTON: Introduction to --

17 JUDGE MORAN: The introduction.

18 MS. SHEILA BRAXTON: -- A Little Bit of
19 Heaven.

20 JUDGE MORAN: The very first document after
21 the blue cover.

22 MS. SHEILA BRAXTON: Should be -- go ahead.

1 Keep going. It says March 22nd --

2 JUDGE MORAN: Just --

3 MS. SHEILA BRAXTON: -- 2006.

4 No. That's the tax exempt.

5 MR. RIORDAN: I don't think we have that

6 one.

7 MS. SHEILA BRAXTON: It's the letter.

8 MR. RIORDAN: I don't think we have that

9 one.

10 MS. SHEILA BRAXTON: It may be behind those.

11 MR. RIORDAN: Further back.

12 MR. GOLDSTEIN: Judge, perhaps to

13 shortcut --

14 JUDGE MORAN: Um-hmm.

15 MR. GOLDSTEIN: -- the entire process, it

16 seemed to me that, after I received a copy of the

17 Final Notice Prior To Disconnection, which I

18 received late last week, that we have the wrong

19 complainant in this case, and I'm going to make a

20 motion to dismiss.

21 It seems obvious to me that neither

22 Laura Braxton, who is the named complainant, nor

1 Sheila Braxton is the proper complainant in this
2 matter.

3 The notice, the Final Notice Prior
4 To Disconnection and some of the bills that I
5 have seen this morning, every single one of them
6 indicates to me that Edward Davenport is the
7 customer of record care of A Little Bit of Heaven
8 Shelter.

9 And so I think we have got an
10 improper complainant. And on that basis, I would
11 move that the complaint be dismissed.

12 JUDGE MORAN: And -- hold on a minute.

13 Do the bills come -- are the bills
14 in the name of Edwin --

15 MR. GOLDSTEIN: Edward Davenport care of A
16 Little Bit of Heaven Shelter.

17 JUDGE MORAN: Hmm. And who is
18 Edwin -- Edward Davenport?

19 MS. LAURA BRAXTON: He's a board member.
20 But he has nothing to do with the payments. He
21 just signed so that we would be able to get the
22 gas.

1 MR. GOLDSTEIN: But the bottom line of it
2 all is, Judge --
3 JUDGE MORAN: The bottom line is -- yeah.
4 MR. GOLDSTEIN: -- that --
5 MS. SHEILA BRAXTON: -- all the bills were
6 paid by --
7 MR. GOLDSTEIN: -- the --
8 MS. SHEILA BRAXTON: -- Laura Braxton or/and
9 A Little Bit of Heaven.
10 No bill has ever been --
11 MR. GOLDSTEIN: But as the --
12 MS. SHEILA BRAXTON: -- paid by
13 Edward Davenport.
14 MS. LAURA BRAXTON: And he's never there.
15 MR. GOLDSTEIN: As your Honor is well aware,
16 a third party, under the Commission rules --
17 MS. SHEILA BRAXTON: She's on record.
18 MR. GOLDSTEIN: -- can volunteer to make
19 payments of gas bills.
20 And I don't want to get into the
21 rest of why the matter should be dismissed unless
22 you'd like me too, but the bottom line is that A

1 Little Bit of Heaven is a not-for-profit
2 corporation, it must be represented, under the
3 Commission rules, 200.90 of the Commission rules,
4 by an attorney. There is no attorney here
5 today.

6 And on these two bases, I would
7 move that the complaint be dismissed.

8 And if your Honor would like to do
9 that without prejudice, that's perfectly -- with
10 prejudice -- with or without prejudice, it's
11 perfectly fine with me. And we would, you know,
12 be happy to deal with this in a proper manner.

13 But that -- that's our basic
14 position with respect to A Little Bit of Heaven.

15 MS. SHEILA BRAXTON: Judge.

16 JUDGE MORAN: Um-hmm.

17 MS. SHEILA BRAXTON: On the record of
18 Peoples Gas, Laura Braxton's name is on that
19 account, that they may talk to Ms. Braxton.

20 And I don't want to sound
21 unreasonable. However, Attorney Goldstein knew
22 Edward Davenport was not present at the prior

1 hearing when he asked for the continuance. He
2 had checked his records and knew.

3 And A Little Bit of Heaven,
4 unfortunately, is not in a financial position to
5 hire an attorney just for this because we felt
6 the documentation supported our allegations.

7 However, of course, it's up to you,
8 Judge, how you would handle this. But I would
9 plead the mercy of the court. We operate a
10 homeless shelter to help many people that are
11 lost in this world and have no place to go. And
12 the tactics that the Peoples Energy use, they
13 will leave here today saying they can work it out
14 and dismiss this case, and, in the morning, we
15 will have a sticker on our door requesting
16 \$18,000 cash, which we don't have, which would be
17 a hardship not only to A Little Bit of Heaven but
18 to all the people that we feed and house.

19 MS. LAURA BRAXTON: And we tried to get the
20 gas in A Little Bit of Heaven's name. Once we
21 paid the bill, we asked them to put it in A
22 Little Bit of Heaven's --

1 MS. SHEILA BRAXTON: And I think they have
2 transferred --

3 MS. LAURA BRAXTON: No. Just in care of --

4 MS. SHEILA BRAXTON: They won't --

5 MS. LAURA BRAXTON: -- is all.

6 MS. SHEILA BRAXTON: -- change the name,
7 Judge. They added it to it, but they never took
8 the name totally out.

9 See, here is a letter here. They
10 never removed it.

11 So we are representing A Little Bit
12 of Heaven.

13 JUDGE MORAN: Okay. I'm looking at a letter
14 here from December 29, 2005. And this is a
15 payment returned to Edwin -- Edward Davenport?
16 Is that --

17 MS. SHEILA BRAXTON: Edward. It should be
18 Edward.

19 JUDGE MORAN: Edward Davenport.

20 MS. SHEILA BRAXTON: Um-hmm.

21 JUDGE MORAN: It states, the personal check
22 you sent as payment for your gas bill was not

1 accepted by your bank and has been returned to
2 us. We have added this amount back to your gas
3 account.

4 This merely says that the bank
5 didn't --

6 MS. SHEILA BRAXTON: No. The address. Who
7 it is addressed to, Judge. It says
8 Edward Davenport --

9 JUDGE MORAN: Correct.

10 MS. SHEILA BRAXTON: -- care of A Little Bit
11 of Heaven.

12 JUDGE MORAN: Okay.

13 MS. SHEILA BRAXTON: They acknowledged us
14 then. They refuse to remove his name. Now, once
15 we paid the bill in total, we thought we could
16 get the name changed to A Little Bit of Heaven.
17 And this is what they did. They changed it and
18 just added A Little Bit of Heaven to
19 Edward Davenport. They never would take Edward
20 off.

21 And we were told that once the bill
22 was paid in full, that they would. But they

1 didn't.

2 They never keep their word.

3 MR. GOLDSTEIN: And they never applied for
4 service in the name of A Little Bit of Heaven.

5 MS. SHEILA BRAXTON: We already had
6 service. Why would you change?

7 MR. GOLDSTEIN: But you never -- they never
8 applied for service in the name of A Little Bit
9 of Heaven, and it was always kept in the name of
10 Edward Davenport.

11 And the reason that it's in care of
12 A Little Bit of Heaven is because then the bills
13 go to that address at 11321 South Wentworth.

14 Again, the bottom line is,
15 Edward Davenport is the customer of record. He's
16 not here. A Little Bit of Heaven is a
17 not-for-profit corporation, and it must be
18 represented by an attorney. And you must dismiss
19 this complaint.

20 JUDGE MORAN: I just wondered why it wasn't
21 brought up to me before. I mean --

22 MR. GOLDSTEIN: Well, I can tell you why. I

1 can explain why.

2 Judge, I thought I explained why.

3 I first found out about Edward Davenport. I did
4 not have the prior bills.

5 JUDGE MORAN: Okay. So you just found
6 out --

7 MR. GOLDSTEIN: So I just --

8 JUDGE MORAN: -- today.

9 MR. GOLDSTEIN: -- found out about that last
10 week. And that's the reason I didn't raise it at
11 the initial status hearing.

12 This is -- I did pull some
13 information off the Secretary of State's web site
14 with respect to A Little Bit of Heaven, and it's
15 obvious that it's a not-for-profit corporation.

16 Strangely enough, there was a prior
17 corporation named A Little Bit of Heaven, Inc.,
18 which was a for-profit corporation. You know,
19 but we could get into all that, but I don't see
20 where that's really necessary, to talk about the
21 prior corporation.

22 MS. SHEILA BRAXTON: I can address that --

1 MR. GOLDSTEIN: Your Honor --

2 MS. SHEILA BRAXTON: -- one issue.

3 MR. GOLDSTEIN: But the bottom line of it

4 all is, if I may, finish --

5 MS. SHEILA BRAXTON: All right.

6 MR. GOLDSTEIN: -- is that, originally, the

7 property was in the name of Kevin Braxton. And

8 the property was not turned over to A Little Bit

9 of Heaven, at least from the records I have,

10 until around 2004, 2005.

11 So I guess the bottom line is that

12 that's the -- those are the reasons I am making

13 an oral motion to dismiss.

14 You've got an improper

15 complainant. And if you believe that the

16 complainant is proper, then, in the name of A

17 Little Bit of Heaven, then they -- A Little Bit

18 of Heaven is a corporation in Illinois, it is in

19 good standing, as far as I can determine, and it

20 should be represented by counsel, and it is not.

21 MS. SHEILA BRAXTON: Your Honor.

22 MR. GOLDSTEIN: I cannot help whether A

1 Little Bit of Heaven has sufficient funds or not
2 to be represented by counsel. There are counsel
3 available, as your Honor knows, who would handle
4 this matter for them.

5 JUDGE MORAN: Right.

6 MS. LAURA BRAXTON: Judge, I gave --

7 JUDGE MORAN: Yes.

8 MS. LAURA BRAXTON: -- Attorney Moran (sic)
9 the same booklet when we came to the first
10 hearing. So he could not have just last week, if
11 he read that book at all -- every bill we have
12 ever received is in Edward Davenport, and he had
13 a copy of that before we left the hearing
14 last -- the first hearing we had.

15 And the corporation came into
16 existence in June of 2000. I don't know where he
17 gets 2004 or 5.

18 MS. SHEILA BRAXTON: And let me say for the
19 record that the attorney that put the package
20 together originally, I guess sometimes they get
21 overloaded, and he put it for profit. We never
22 functioned under that name. We immediately

1 contacted Springfield, had it resolved, have
2 documentations at the building to justify that,
3 and we incorporated for nonprofit status,
4 not-for-profit.

5 Homeless people don't have
6 anything.

7 JUDGE MORAN: Oh. Okay. This is
8 what's -- what will have to be done:

9 I want the motion in writing, and I
10 want a response in writing. I'm not going to
11 make a ruling at this time.

12 There are agencies out there, Legal
13 Aid, someone help me with some other agencies,
14 that I think would help in your situation. They
15 do work. There are even law firms that do
16 pro bono work. So you might contact the Chicago
17 Bar Association --

18 MS. SHEILA BRAXTON: Okay.

19 JUDGE MORAN: -- and tell them of your
20 situation --

21 MS. SHEILA BRAXTON: Okay.

22 JUDGE MORAN: -- and ask them to find you

1 someone that's pro bono that can help you both
2 with this response and the rest of this case.

3 MS. SHEILA BRAXTON: Okay.

4 JUDGE MORAN: There may be ways to fix it.

5 MS. SHEILA BRAXTON: Okay.

6 JUDGE MORAN: I can't be your lawyer.

7 MS. SHEILA BRAXTON: I know.

8 JUDGE MORAN: Okay.

9 MS. SHEILA BRAXTON: Okay. Thank you,
10 Judge.

11 MR. GOLDSTEIN: Judge, one other point.

12 JUDGE MORAN: Um-hmm.

13 MR. GOLDSTEIN: From July 2005 forward to
14 date, there is an \$18,000 outstanding bill. That
15 matter is not in dispute in the initial complaint
16 that was filed by Laura Braxton. That is a very
17 large bill. And --

18 JUDGE MORAN: What exactly --

19 MR. GOLDSTEIN: -- something has to be done
20 about that --

21 JUDGE MORAN: Okay. What --

22 MR. GOLDSTEIN: -- because I cannot promise

1 that service will not be disconnected because of
2 the large size of that bill.

3 JUDGE MORAN: And where does that bill come
4 from?

5 MR. GOLDSTEIN: That bill is --

6 JUDGE MORAN: I mean, what's the period of
7 time?

8 MR. GOLDSTEIN: -- for service rendered
9 between July 28, 2005 --

10 JUDGE MORAN: July 28th when?

11 MR. GOLDSTEIN: 2005.

12 JUDGE MORAN: Yes.

13 MR. GOLDSTEIN: To May 19th, 2006.

14 JUDGE MORAN: And how is that different from
15 the previous amount that we -- that you mentioned
16 in the opening statement to me, which was that
17 there was like a \$1700 difference?

18 MR. GOLDSTEIN: Well, when the Final Notice
19 Prior to Disconnection was sent out --

20 JUDGE MORAN: Um-hmm.

21 MR. GOLDSTEIN: -- it was sent out for an
22 amount due of only 2183.24. And if you'd like,

1 Mr. Riordan can explain the difference between
2 the two.

3 JUDGE MORAN: Well, I'm really confused as
4 to what is at issue here now.

5 Let's -- and I know the parties
6 have talked. What is the amount that is in
7 dispute in terms of this complaint and for what
8 time period?

9 MR. GOLDSTEIN: We thought that the amount
10 in dispute was whatever the billing was between
11 1999 and 2004.

12 MS. LAURA BRAXTON: That's not true.

13 MR. GOLDSTEIN: And perhaps into May of
14 2005. It's hard to tell. But that -- we thought
15 that was the amount in dispute.

16 And I'm saying that there are two
17 separate issues here. One is the balloon billing
18 that occurred between the 2000 -- the 1999 and
19 2005 period, and the subsequent bill from July
20 28, 2005, to May 19th, 2006, which is in excess
21 of \$18,000.

22 JUDGE MORAN: What do you mean by a balloon

1 bill?

2 MR. GOLDSTEIN: Well, do you want to explain
3 that?

4 MR. RIORDAN: A balloon bill, what a balloon
5 bill is is, we send a bill out to our customers
6 on a monthly basis. We either read the
7 meter -- if we get access to the meter, we read
8 it and bill to an actual reading. If we don't
9 get access to the meter, we estimate the usage
10 and we send them a bill for an estimated amount
11 of gas used.

12 JUDGE MORAN: Um-hmm.

13 MR. RIORDAN: The original balloon bill or
14 the bill that was originally disputed in August
15 of '05 was a balloon bill that we sent to the
16 customer as a result of an actual company reading
17 that we obtained on the meter December 14th of
18 2004.

19 Prior to December 14th of 2004, the
20 last actual reading we had on the meter was
21 February of 2004. So the bills in between
22 February through, let's say, November were

1 estimated usage we billed the customer for.

2 When we get an actual reading, we
3 have to adjust the usage either for additional
4 consumption or less consumption based on the
5 reading we obtained on the meter.

6 So when we got this reading in
7 December of 2004, we sent out what we call a
8 balloon bill which went from February '04, which
9 was the last actual read, to December '04, which
10 was the current read.

11 So the time we sent out the balloon
12 bill in December of '04, the actual what we would
13 call balloon usage or additional usage came out
14 to be \$6,196.14. That was the balloon usage that
15 we had underestimated the customer for from
16 February through the current reading.

17 The total bill that we sent out on
18 December of '04 was in the amount of \$8,260.34.
19 So as of December 14th of '04, the \$8,260
20 represented all the usage they were responsible
21 for based on that December reading.

22 But the terminology of how that

1 bill came about is what we would call a balloon
2 bill for, say, underestimated usage from the last
3 reading, which was back in February of '04.

4 JUDGE MORAN: Okay. So let's cut to the
5 short here.

6 The respondent is viewing this
7 complaint as from 1999 to 2005. Is -- or 2004.
8 Is that -- as being matters in dispute?

9 MS. SHEILA BRAXTON: No, ma'am.

10 MS. LAURA BRAXTON: No, ma'am.

11 JUDGE MORAN: No, no. I'm asking them. I'm
12 going to ask you --

13 MS. LAURA BRAXTON: Okay.

14 JUDGE MORAN: -- your version.

15 I want to clear up what everybody
16 thinks.

17 I mean, you guys were talking.
18 What the heck were you talking about?

19 MR. RIORDAN: Sure, okay.

20 The total balance at the time we
21 shut the service off --

22 JUDGE MORAN: Yes.

1 MR. RIORDAN: -- in May of 2005 came out to
2 be \$14,379.21, which included that December bill
3 which still was unpaid at that time.

4 JUDGE MORAN: No. Wait.

5 May 2005, what was owed?

6 MR. RIORDAN: 14,379.21.

7 JUDGE MORAN: And because there was that
8 much owed, you shut off service; is that
9 correct?

10 MR. RIORDAN: That's correct.

11 JUDGE MORAN: Then what happened?

12 MR. RIORDAN: Then they paid \$13,316, which
13 was enough at that time to restore service.

14 JUDGE MORAN: Okay. And then what
15 happened?

16 And then you asked them for a
17 deposit or something?

18 MR. RIORDAN: Yes. There was a deposit
19 asked, then, on the new account that was started
20 as of July.

21 In other words, when we shut the
22 service off for nonpayment, that account is now a

1 final account. To reestablish new service, we
2 give you a new account number. It's the same
3 premise, it's just that the account number is
4 changed to reflect --

5 JUDGE MORAN: All right. You --

6 MR. RIORDAN: -- the new start date.

7 JUDGE MORAN: You put in a new account
8 number, you don't change the name.

9 MR. RIORDAN: The name was still under the
10 name of Edward Davenport.

11 JUDGE MORAN: Okay.

12 MR. RIORDAN: That was the customer of
13 record.

14 JUDGE MORAN: All right. All right I'm
15 just -- all right.

16 So now we have a new account number
17 going forward from when? What date?

18 Is it June 2005?

19 MR. RIORDAN: The new start update started
20 July 28th, 2005.

21 JUDGE MORAN: Okay. And were payments made
22 on that account?

1 And I'm not asking for specifics.

2 I just want the big picture.

3 MR. RIORDAN: Yes, they were.

4 JUDGE MORAN: Okay.

5 MR. RIORDAN: I don't have the payment

6 history. I believe that there were --

7 JUDGE MORAN: All right.

8 MR. RIORDAN: -- payments made on that,

9 yes.

10 JUDGE MORAN: So since July 28, 2005, under

11 the new account number, there have been payments

12 made, but there's still some delinquency. Is

13 that what you are saying?

14 MR. RIORDAN: That's correct, yes.

15 JUDGE MORAN: And that that's what caused

16 the problem last week when you were going to

17 disconnect again --

18 MR. RIORDAN: Right.

19 JUDGE MORAN: -- under the new account.

20 MR. RIORDAN: Correct.

21 JUDGE MORAN: And then Ms. Braxton called me

22 and asked that that be stayed until we clarify

1 things here today.

2 MR. RIORDAN: Correct.

3 JUDGE MORAN: Okay.

4 And, Ms. Braxton did, in fact, make
5 a payment to you.

6 MR. RIORDAN: Yes, she has.

7 JUDGE MORAN: Okay. All right.

8 So it is the respondent's position
9 that, and aside from all these things that
10 counsel has raised, that the amount in dispute is
11 from 1999 to 2005 on which 13,000 was already
12 paid.

13 MR. RIORDAN: Correct.

14 JUDGE MORAN: And you don't believe that
15 from July 28th, 2005, anything is alleged here to
16 bring any of that period of payments or
17 nonpayments into dispute; is that correct?

18 MR. RIORDAN: Yes, it is.

19 JUDGE MORAN: Okay. Thank you.

20 Now I'm going to turn to the
21 Braxtons. Okay.

22 Now, help me get a better handle on

1 your complaint.

2 What is in dispute?

3 And again, I don't want too much

4 detail. I want more the big picture.

5 MS. SHEILA BRAXTON: 1999 --

6 JUDGE MORAN: Um-hmm.

7 MS. SHEILA BRAXTON: -- until, I would say,

8 the meter changing of this year when

9 Attorney Goldstein requested another new meter,

10 this is the only current bill that feasibly

11 justifies cooking gas usage.

12 JUDGE MORAN: Okay. When was that new meter

13 put in?

14 MS. SHEILA BRAXTON: I have a documentation

15 at the site. I don't have it here. But --

16 JUDGE MORAN: Okay. Give me an idea.

17 MS. SHEILA BRAXTON: They did it last month.

18 MS. LAURA BRAXTON: No. A week after you

19 were here. A week after we first came here.

20 JUDGE MORAN: Okay.

21 MS. SHEILA BRAXTON: About a week to ten

22 days.

1 JUDGE MORAN: Okay. After the first time.

2 It was around March 7th.

3 MR. GOLDSTEIN: The meter was changed

4 April 7th, Judge.

5 JUDGE MORAN: Thank you. Meter, April 7th.

6 MS. SHEILA BRAXTON: It's documented.

7 JUDGE MORAN: All right.

8 MS. LAURA BRAXTON: Judge Moran, let me say

9 this, if I may:

10 This is not the first time that the

11 meter was changed. We have been complaining.

12 Ever since we got that bill paid in full, they

13 began to send, as the young man said, balloon

14 bills.

15 When I first called the Commerce

16 Commission, all of these things had been

17 discussed, and they put us together with someone

18 to try to solve the matter, though we couldn't.

19 But they changed the meter before

20 we came here the first time. That was supposed

21 to justify. We never got an answer as to what

22 the meter said. But when they sent their next --

1 MR. GOLDSTEIN: That's not true, Judge.

2 MS. LAURA BRAXTON: -- meter reader --

3 JUDGE MORAN: You can respond when

4 Ms. Braxton is finished.

5 Okay.

6 MS. LAURA BRAXTON: When we disputed all of

7 the high bills, the first thing they did was to

8 change the meter.

9 Now, I don't know about the account

10 number, but they certainly changed -- this is the

11 second meter --

12 MS. SHEILA BRAXTON: This is the third

13 meter. Correction.

14 MS. LAURA BRAXTON: -- that we had.

15 And we don't even get an answer.

16 When they change the meters, they never say they

17 were right, they were wrong. They never say

18 anything.

19 JUDGE MORAN: Okay. How much do you owe

20 now?

21 MS. LAURA BRAXTON: Well, you know, what

22 they did, the city sent them moneys this year

1 after -- it had to be in May or June.

2 No.

3 MS. SHEILA BRAXTON: March.

4 MS. LAURA BRAXTON: March or April.

5 MS. SHEILA BRAXTON: 2006.

6 MS. LAURA BRAXTON: They sent them \$2,134.

7 And prior to that, I had paid a thousand.

8 Mr. Moran -- I mean, Mr. Goldstein, excuse me,

9 said that they had not received a dime this year.

10 MS. SHEILA BRAXTON: And the city paid all

11 shelter accounts. Mayor Daley used money from

12 other ventures to help support the Homeless

13 Coalition.

14 JUDGE MORAN: Okay. Do you have a letter or

15 something to that effect?

16 MS. SHEILA BRAXTON: It should be in here.

17 Wait.

18 JUDGE MORAN: Would it be in that packet?

19 MS. LAURA BRAXTON: It's --

20 JUDGE MORAN: Okay.

21 MS. LAURA BRAXTON: It's from a Brady who

22 is --

1 MS. SHEILA BRAXTON: Is this it?

2 MS. LAURA BRAXTON: Yeah. Thank you.

3 JUDGE MORAN: So you are saying that in
4 addition to any payments you have made --

5 MS. LAURA BRAXTON: Um-hmm.

6 JUDGE MORAN: -- that the city would have
7 made certain payments --

8 MS. LAURA BRAXTON: They just --

9 JUDGE MORAN: -- during this period.

10 MS. LAURA BRAXTON: -- did at this time.
11 They paid 2000.

12 MS. SHEILA BRAXTON: Here, Judge, I have it
13 available so you don't have to look for it.

14 JUDGE MORAN: Thank you.

15 MS. LAURA BRAXTON: And all of that money,
16 I'm to understand, went in for deposits along
17 with the 1400 we had paid.

18 MS. SHEILA BRAXTON: Is that the right one,
19 Judge?

20 JUDGE MORAN: It doesn't really
21 indicate -- well, it says that there was a
22 payment of --

1 MS. SHEILA BRAXTON: 2000.

2 JUDGE MORAN: -- 2000. It doesn't indicate
3 whether it was --

4 MS. SHEILA BRAXTON: Okay.

5 JUDGE MORAN: -- from the city or from
6 anyone --

7 MS. SHEILA BRAXTON: Here it is.

8 JUDGE MORAN: -- else.

9 MS. SHEILA BRAXTON: I gave you the wrong
10 page.

11 JUDGE MORAN: Okay.

12 MS. SHEILA BRAXTON: There it is.

13 JUDGE MORAN: All right.

14 MS. SHEILA BRAXTON: Okay.

15 JUDGE MORAN: Yeah.

16 City of Chicago seal. I see it --

17 MS. SHEILA BRAXTON: Okay.

18 JUDGE MORAN: -- well. Okay.

19 MS. SHEILA BRAXTON: And I'd like to just
20 correct the record.

21 After we paid the 13, I noticed the
22 representative from Peoples Gas did not mention

1 the additional 14.

2 MS. LAURA BRAXTON: Yes, he did.

3 MS. SHEILA BRAXTON: Did he?

4 MS. LAURA BRAXTON: Yeah. So that was not a
5 bill.

6 MS. SHEILA BRAXTON: That was not a bill.

7 You know, the total payment that
8 was requested to get the service back on --

9 JUDGE MORAN: Yes.

10 MS. SHEILA BRAXTON: -- they would not
11 accept partial. They wanted the entire --

12 MS. LAURA BRAXTON: Total amount --

13 MS. SHEILA BRAXTON: And it's in --

14 MS. LAURA BRAXTON: -- once that gas was cut
15 off.

16 MS. SHEILA BRAXTON: -- that folder, Judge.

17 JUDGE MORAN: Okay.

18 MS. SHEILA BRAXTON: The documentation.

19 JUDGE MORAN: All right.

20 MS. SHEILA BRAXTON: The cashier's check for
21 the total amount.

22 And it was paid right before the

1 4th of July. And we needed service restored to
2 try to feed, and we were told that we had to wait
3 our turn.

4 So as you said, cutting to the
5 chase, from the time we paid the bill in full in
6 July of '05 --

7 JUDGE MORAN: Um-hmm.

8 MS. SHEILA BRAXTON: -- it has now, from
9 July to present, exceeded to \$22,000.

10 MS. LAURA BRAXTON: Again.

11 MS. SHEILA BRAXTON: And we have not used
12 heat from July to December.

13 JUDGE MORAN: Okay. So that's really the
14 critical --

15 MS. LAURA BRAXTON: Um-hmm.

16 JUDGE MORAN: -- complaint here, is what
17 happened between the time that service was
18 restored --

19 MS. SHEILA BRAXTON: Restored.

20 JUDGE MORAN: -- under the new account,
21 July 28th, 2005, until now.

22 MS. SHEILA BRAXTON: Yes, ma'am.

1 MS. LAURA BRAXTON: Right. That's it.

2 MS. SHEILA BRAXTON: This is the first

3 lowest bill we have ever received prior to the

4 initial transfer of gas, which that bill shows

5 \$288 from that day to this.

6 They have put a real big balloon on

7 that building, and we don't know why. Cooking

8 gas.

9 MR. GOLDSTEIN: Judge --

10 JUDGE MORAN: Okay. Yes.

11 MR. GOLDSTEIN: -- may I respond?

12 JUDGE MORAN: And understand that this is --

13 MR. GOLDSTEIN: May I --

14 JUDGE MORAN: -- just argument.

15 MR. GOLDSTEIN: -- respond?

16 JUDGE MORAN: Yes, you can respond, but I

17 want you -- everybody to understand that this is

18 just argument. Because we do have a motion

19 pending. I have given you some direction on how

20 to --

21 MR. GOLDSTEIN: This --

22 JUDGE MORAN: -- deal with that and --

1 MR. GOLDSTEIN: This is just another reason
2 to dismiss the complaint that was filed.

3 If your Honor reviews the complaint
4 that was filed, it does not discuss any portion
5 of any bill subsequent to July 28th, 2005.

6 That is their formal complaint.

7 JUDGE MORAN: Okay.

8 MR. GOLDSTEIN: And so if we are beyond the
9 billing from 1995 -- 1999 to 2005, if we are
10 going beyond that, the complainant, or a proper
11 complainant, should file a new complaint, and we
12 will meet that when it's filed.

13 JUDGE MORAN: Okay. And you will raise that
14 in a written motion, in your written motion --

15 MR. GOLDSTEIN: Absolutely.

16 JUDGE MORAN: -- also?

17 And -- yes.

18 MS. SHEILA BRAXTON: Judge Moran, I just --

19 JUDGE MORAN: Yes.

20 MS. SHEILA BRAXTON: -- want to --

21 JUDGE MORAN: Yes.

22 MS. SHEILA BRAXTON: -- intimate one other

1 thing.

2 The reason why it was so vivid in
3 our minds, when Lisa Madigan discovered the
4 position of Peoples Gas with Enron, we found
5 ourselves caught in that --

6 MS. LAURA BRAXTON: That era.

7 MS. SHEILA BRAXTON: -- situation.

8 From '99 to 2004, Peoples Energy
9 were found to be gas gouging customers. This is
10 why some customers have already received refunds.

11 MR. GOLDSTEIN: Judge, that has --

12 JUDGE MORAN: Okay. I --

13 MR. GOLDSTEIN: -- absolutely nothing at all
14 to do with this individual complaint.

15 JUDGE MORAN: Okay. And if you are making a
16 motion to strike, it will be granted.

17 MR. GOLDSTEIN: Thank you.

18 JUDGE MORAN: Those remarks are stricken.

19 I don't want to lose focus of what
20 is at hand here.

21 I want to tell you that procedural
22 niceties are not just that. They are not just

1 niceties. They are important.

2 It is important that we are dealing
3 with the right complainant. It is important that
4 we have the right respondent. It's important.
5 All of these things are important.

6 I am dealing with another case
7 right now where -- that has a lot of problems
8 because things were not done right. Okay.

9 You are going to get a copy of that
10 written motion --

11 MS. SHEILA BRAXTON: Okay.

12 JUDGE MORAN: -- from Mr. Goldstein.

13 MS. SHEILA BRAXTON: Okay.

14 JUDGE MORAN: I'm going to get a copy of
15 that written motion.

16 I advise you to contact one of the
17 attorneys through either of those two resources
18 that I gave you, and I'm going to give enough
19 time --

20 MS. SHEILA BRAXTON: Yes, ma'am.

21 JUDGE MORAN: -- to allow to you do that.

22 And that attorney will advise you

1 whether it is okay to fix this complaint, if this
2 complaint can be fixed, or whether you will have
3 to have a new complaint.

4 MS. SHEILA BRAXTON: Okay.

5 JUDGE MORAN: That doesn't preclude you from
6 coming --

7 MS. SHEILA BRAXTON: Yes, ma'am.

8 JUDGE MORAN: -- here and having a hearing
9 on the merits. But let's do it right.

10 MS. SHEILA BRAXTON: Okay.

11 JUDGE MORAN: Okay?

12 Now, Mr. Goldstein, how long do you
13 need to do a motion?

14 MR. GOLDSTEIN: Thank you.

15 (Pause.)

16 If we could have 14 days, Judge.

17 JUDGE MORAN: Oh, sure. You can have more
18 than that if you want.

19 Okay. What date is that?

20 MR. GOLDSTEIN: That's the 19th of June.

21 JUDGE MORAN: And I will give you 30 days --

22 MS. SHEILA BRAXTON: Yes, ma'am.

1 MS. LAURA BRAXTON: Thank you.

2 JUDGE MORAN: -- for a response.

3 MS. LAURA BRAXTON: Thank you.

4 JUDGE MORAN: Okay?

5 So that's July -- does anybody have

6 a calendar?

7 MR. GOLDSTEIN: Yes. July 19th is a

8 Wednesday.

9 JUDGE MORAN: Okay. Wonderful.

10 MS. SHEILA BRAXTON: And we get 30 days from

11 today's date?

12 JUDGE MORAN: No.

13 MS. LAURA BRAXTON: From June.

14 JUDGE MORAN: From June 19th.

15 MS. SHEILA BRAXTON: Okay.

16 JUDGE MORAN: So --

17 MS. SHEILA BRAXTON: That will be July --

18 JUDGE MORAN: The complainant's response

19 will be due July 19th.

20 MS. SHEILA BRAXTON: Yes, ma'am.

21 JUDGE MORAN: But you will start shopping

22 now.

1 MS. SHEILA BRAXTON: Today?

2 JUDGE MORAN: Yes.

3 MS. SHEILA BRAXTON: Yes, ma'am.

4 MS. LAURA BRAXTON: Judge, we paid the 355.

5 And we are asking you now in their presence, do

6 we have to -- you know, he's saying --

7 MS. SHEILA BRAXTON: Worry about it.

8 MS. LAURA BRAXTON: -- about the 18,000 --

9 JUDGE MORAN: No. But I am going to tell

10 you one thing. You will be making a payment.

11 MS. LAURA BRAXTON: Right. From now on.

12 JUDGE MORAN: Yes.

13 MS. LAURA BRAXTON: Until we get it settled.

14 JUDGE MORAN: In a reasonable amount going

15 forward. Okay?

16 Mr. Goldstein.

17 MR. GOLDSTEIN: I guess we are having some

18 discussion with respect to what the current

19 balance is. And with the understanding that that

20 balance is a balance that has accumulated since

21 July 28, 2005, we would request that there be an

22 informal complaint filed with the Commission to

1 stay that balance due.

2 JUDGE MORAN: Okay. That makes sense.

3 MR. RIORDAN: Agreed.

4 JUDGE MORAN: That makes sense. And I have
5 talked to Ms. Braxton, and they will -- is
6 anybody listening to me?

7 (Whereupon, a discussion was
8 had off the record.)

9 JUDGE MORAN: I have here, on record, got a
10 commitment from Ms. Braxton that they will be
11 making their payments going forward. Okay?

12 MR. GOLDSTEIN: Right.

13 JUDGE MORAN: I think your idea of an
14 informal complaint is an excellent idea. And do
15 that today.

16 They can go straight up to the
17 consumer department, can they not, Mark?

18 MR. GOLDSTEIN: I don't know that they take
19 in walk-in business up there.

20 JUDGE MORAN: Okay. But they can
21 certainly --

22 MR. GOLDSTEIN: Perhaps --

1 JUDGE MORAN: -- get the form.

2 MR. GOLDSTEIN: Yeah. Perhaps --

3 JUDGE MORAN: I'm not sure how that works.

4 MR. GOLDSTEIN: -- if the Judge would walk
5 upstairs with them --

6 JUDGE MORAN: Okay. Then I shall do that.

7 MR. GOLDSTEIN: -- it might help.

8 JUDGE MORAN: I shall do that. I am happy
9 to help.

10 MS. LAURA BRAXTON: Thank you.

11 JUDGE MORAN: And that that --

12 MR. RIORDAN: I'm sorry. Sorry. Go ahead.

13 JUDGE MORAN: Excuse me.

14 You were suggesting that that
15 informal complaint be from that July 28th period
16 going --

17 MR. GOLDSTEIN: Forward.

18 JUDGE MORAN: -- forward today.

19 Okay.

20 And thank you for --

21 MS. LAURA BRAXTON: Thank you so very much.

22 JUDGE MORAN: -- the good -- for the good

1 idea.

2 We are going to continue this
3 matter generally until we see what happens with
4 this motion.

5 MS. LAURA BRAXTON: All right.

6 JUDGE MORAN: Okay.

7 MS. LAURA BRAXTON: Thank you so very much.

8 MS. SHEILA BRAXTON: Thank you.

9 (Whereupon, the above-entitled
10 matter was continued
11 sine die.)

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